

7414C  
SEP 12 1974 2 08 PM

COUNTERPART NO. 2 OF  
5 COUNTERPARTS.

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 1 dated as of June 20, 1974, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, which two railroad companies operate, among other lines of railroad, the line known as "CLINCHFIELD RAILROAD COMPANY", leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina (which first two named railroad companies are hereinafter individually called SCL and L&N, respectively, and collectively called the Railroad) and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (hereinafter called the Agent).

WHEREAS the Railroad has entered into a Conditional Sale Agreement dated as of February 15, 1974 (hereinafter called the Conditional Sale Agreement), with the Builder, wherein the Builder has agreed to manufacture, sell and deliver the railroad equipment (hereinafter called the Equipment) described in Schedule B to the Conditional Sale Agreement;

WHEREAS the Builder has assigned its interest in

the Conditional Sale Agreement to the Agent pursuant to an Agreement and Assignment dated as of February 15, 1974 (hereinafter called the Assignment), between the Builder and the Agent;

WHEREAS the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on February 27, 1974, at 10:00 a.m., and March 21, 1974, at 2:40 p.m., respectively, under Recordation Nos. 7414 and 7414-B, respectively;

WHEREAS the parties hereto now desire to restate Schedule B to the Conditional Sale Agreement in order to change the quantity of units of Equipment bearing road numbers CRR56700 through 56925, to change the unit base price and total base price thereof, to change the unit base price and total base price for the units of Equipment bearing road numbers L&N193900 through 194399, and to change the time of delivery of the units of Equipment;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement in order to provide that Equipment covered thereby may be delivered, accepted and settled for up to, but no later than, December 31, 1974; and

WHEREAS the Agent joins in this Amendment for the purpose of consenting to the changes made hereby;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Schedule B to the Conditional Sale Agreement is hereby amended by inserting in lieu thereof the Schedule attached hereto as Schedule B.

2. The date set forth in the second line of page 4 of the Conditional Sale Agreement and in Item 2 of Schedule A to the Conditional Sale Agreement is hereby amended to read "December 31, 1974".

3. The Agent pursuant to the Assignment hereby consents to the aforesaid amendment to the Conditional Sale Agreement as though such amendment were originally set forth therein.

4. The Railroad will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

5. Except as amended hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized

and their respective corporate seals to be hereunto affixed  
and duly attested, all as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

by

Vice President, Secretary and  
Treasurer

Attest:

Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY,

by

Vice President and Treasurer

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

by

Assistant Vice President

Attest:

Assistant Secretary

BETHLEHEM STEEL CORPORATION,

by

James M. Lane  
Vice President

Attest:

Antis H. Bonville  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF LEHIGH )

On this *10th* day of *September* 1974, before me personally appeared FRANCIS VAN NUYS to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Ethel H. Vary*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires: *July 17, 1978*

COMMONWEALTH OF VIRGINIA )  
 ) ss.:  
CITY OF RICHMOND )

On this            day of            1974, before me personally appeared LEONARD G. ANDERSON, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF KENTUCKY     )  
                              ) ss.:  
COUNTY OF JEFFERSON )

On this            day of                    1974, before me personally appeared C. HAYDEN EDWARDS, to me personally known, who, being by me duly sworn, says that he is Vice President, Secretary and Treasurer of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires





SCHEDULE B--Bethlehem

<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Num- bers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
100-ton open top quadruple hopper cars	3400-361 dated December 10, 1973	Johnstown, Pennsylvania	500	L&N 193900 through 194399	\$19,131	\$9,565,500	Prior to December 31, 1974, at Johnstown, Pennsylvania
			226	CRR 56700 through 56925	\$19,480	\$4,402,480	

AMENDMENT AGREEMENT NO. 1 dated as of June 20, 1974, among BETHLEHEM STEEL CORPORATION (herinafter called the Builder), SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, which two railroad companies operate, among other lines of railroad, the line known as "CLINCHFIELD RAILROAD COMPANY", leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina (which first two named railroad companies are herinafter individually called SCL and L&N, respectively, and collectively called the Railroad) and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (hereinafter called the Agent).

WHEREAS the Railroad has entered into a Conditional Sale Agreement dated as of February 15, 1974 (hereinafter called the Conditional Sale Agreement), with the Builder, wherein the Builder has agreed to manufacture, sell and deliver the railroad equipment (hereinafter called the Equipment) described in Schedule B to the Conditional Sale Agreement;

WHEREAS the Builder has assigned its interest in the Conditional Sale Agreement to the Agent pursuant to an Agreement and Assignment dated as of February 15, 1974 (hereinafter called the Assignment), between the Builder and the Agent;

WHEREAS the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on February 27, 1974, at 10:00 a.m., and March 21, 1974 at 2:40 p.m., respectively, under Recordation Nos. 7414 and 7414-B, respectively;

WHEREAS the parties hereto now desire to restate Schedule B to the Conditional Sale Agreement in order to change the quantity of units of Equipment bearing road numbers CRR56700 through 56925, to change the unit base price and total base price thereof, to change the unit base price and total base price for the units of Equipment bearing road numbers L&N193900 through 194399, and to change the time of delivery of the units of Equipment;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement in order to provide that Equipment covered thereby may be delivered, accepted and settled for up to, but no later than, December 31, 1974; and

WHEREAS the Agent joins in this Amendment for the purpose of consenting to the changes made hereby;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Schedule B to the Conditional Sale Agreement is hereby amended by inserting in lieu thereof the Schedule attached hereto

as Schedule B.

2. The date set forth in the second line of page 4 of the Conditional Sale Agreement and in Item 2 of Schedule A to the Conditional Sale Agreement is hereby amended to read "December 31, 1974".

3. The Agent pursuant to the Assignment hereby consents to the aforesaid amendment to the Conditional Sale Agreement as though such amendment were originally set forth therein.

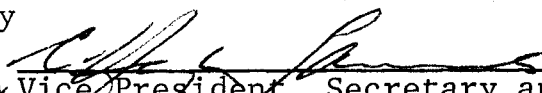
4. The Railroad will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

5. Except as amended hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

by

  
Vice President, Secretary and  
Treasurer

Attest:

  
~~ATTESTING OFFICER~~

ATTESTING OFFICER

SEABOARD COAST LINE RAILROAD COMPANY

by

\_\_\_\_\_  
Vice President and Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

by

\_\_\_\_\_  
Assistant Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

BETHLEHEM STEEL CORPORATION

by

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA     )  
   ) ss.:  
COUNTY OF LEHIGH                     )

On this        day of                     1974, before me personally  
appeared     to me personally  
known, who, being by me duly sworn, says that he is a Vice Presi-  
dent of BETHLEHEM STEEL CORPORATION, that one of the seals affixed  
to the foregoing instrument is the corporate seal of said corpora-  
tion, that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors and he  
acknowledged that the execution of the foregoing instrument was  
the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

COMMONWEALTH OF VIRGINIA   )  
                                  )   ss.:  
CITY OF RICHMOND               )

On this        day of                1974, before me personally appeared LEONARD G. ANDERSON, to me personally known, who being by me duly sworn says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

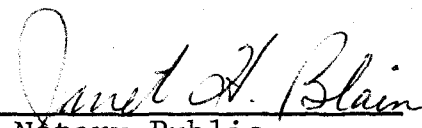
[Notarial Seal]

My Commission Expires

STATE OF KENTUCKY       )  
                                  ) ss.:

COUNTY OF JEFFERSON    )

On this *10th* day of *September* 1974, before me personally appeared C. HAYDEN EDWARDS, to me personally known, who, being by me duly sworn, says that he is Vice President, Secretary and Treasurer of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

NOTARY PUBLIC, STATE AT LARGE  
My Commission expires June 15, 1977



[illegible]

On this            day of            1974, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

## My Commission Expires

SCHEDULE B--Bethlehem

<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Num- bers (Both Inclusive</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
100-ton open top quadruple hopper cars	3400-361 dated December 10, 1973	Johnstown, Pennsylvania	500	L&N 193900 through 194399	\$19,131	\$9,565,500	Prior to December 31, 1974, at Johnstown, Pennsylvania
			226	CRR 56700 through 56925	\$19,480	\$4,402,480	

AMENDMENT AGREEMENT NO. 1 dated as of June 20, 1974, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, which two railroad companies operate, among other lines of railroad, the line known as "CLINCHFIELD RAILROAD COMPANY", leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina (which first two named railroad companies are hereinafter individually called SCL and L&N, respectively, and collectively called the Railroad) and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (hereinafter called the Agent).

WHEREAS the Railroad has entered into a Conditional Sale Agreement dated as of February 15, 1974 (hereinafter called the Conditional Sale Agreement), with the Builder, wherein the Builder has agreed to manufacture, sell and deliver the railroad equipment (hereinafter called the Equipment) described in Schedule B to the Conditional Sale Agreement;

WHEREAS the Builder has assigned its interest in

the Conditional Sale Agreement to the Agent pursuant to an Agreement and Assignment dated as of February 15, 1974 (hereinafter called the Assignment), between the Builder and the Agent;

WHEREAS the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on February 27, 1974, at 10:00 a.m., and March 21, 1974, at 2:40 p.m., respectively, under Recordation Nos. 7414 and 7414-B, respectively;

WHEREAS the parties hereto now desire to restate Schedule B to the Conditional Sale Agreement in order to change the quantity of units of Equipment bearing road numbers CRR56700 through 56925, to change the unit base price and total base price thereof, to change the unit base price and total base price for the units of Equipment bearing road numbers L&N193900 through 194399, and to change the time of delivery of the units of Equipment;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement in order to provide that Equipment covered thereby may be delivered, accepted and settled for up to, but no later than, December 31, 1974; and

WHEREAS the Agent joins in this Amendment for the purpose of consenting to the changes made hereby;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Schedule B to the Conditional Sale Agreement is hereby amended by inserting in lieu thereof the Schedule attached hereto as Schedule B.

2. The date set forth in the second line of page 4 of the Conditional Sale Agreement and in Item 2 of Schedule A to the Conditional Sale Agreement is hereby amended to read "December 31, 1974".

3. The Agent pursuant to the Assignment hereby consents to the aforesaid amendment to the Conditional Sale Agreement as though such amendment were originally set forth therein.

4. The Railroad will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

5. Except as amended hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized

and their respective corporate seals to be hereunto affixed  
and duly attested, all as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

by

Vice President, Secretary and  
Treasurer

Attest:

Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

by

Samuel B. Anderson  
Vice President and Treasurer

Attest:

J. F. Williams  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

by

Assistant Vice President

Attest:

Assistant Secretary

BETHLEHEM STEEL CORPORATION,

by

Vice President

Attest:

Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF LEHIGH )

On this       day of                      1974, before me personally appeared                                      to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

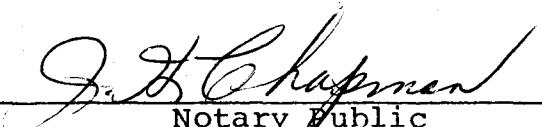
Notary Public

[Notarial Seal]

My Commission Expires:

COMMONWEALTH OF VIRGINIA )  
 ) ss.:  
CITY OF RICHMOND )

On this *11<sup>TH</sup>* day of *SEPTEMBER* 1974, before me personally appeared LEONARD G. ANDERSON, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission Expires JUN 4 1978



STATE OF KENTUCKY     )  
                              ) ss.:  
COUNTY OF JEFFERSON )

On this            day of            1974, before me personally appeared C. HAYDEN EDWARDS, to me personally known, who, being by me duly sworn, says that he is Vice President, Secretary and Treasurer of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,) )  
 ) SS.:  
CITY OF BALTIMORE,)

On this                    day of                    1974, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My Commission Expires

SCHEDULE B--Bethlehem

<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Num- bers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
100-ton open top quadruple hopper cars	3400-361 dated December 10, 1973	Johnstown, Pennsylvania	500	L&N 193900 through 194399	\$19,131	\$9,565,500	Prior to December 31, 1974, at Johnstown, Pennsylvania
			226	CRR 56700 through 56925	\$19,480	\$4,402,480	

AMENDMENT AGREEMENT NO. 1 dated as of June 20, 1974, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, which two railroad companies operate, among other lines of railroad, the line known as "CLINCHFIELD RAILROAD COMPANY", leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina (which first two named railroad companies are hereinafter individually called SCL and L&N, respectively, and collectively called the Railroad) and MERCANTILE SAFE DEPOSIT AND TRUST COMPANY (hereinafter called the Agent).

WHEREAS the Railroad has entered into a Conditional Sale Agreement dated as of February 15, 1974 (hereinafter called the Conditional Sale Agreement), with the Builder, wherein the Builder has agreed to manufacture, sell and deliver the railroad equipment (hereinafter called the Equipment) described in Schedule B to the Conditional Sale Agreement;

WHEREAS the Builder has assigned its interest in

2

the Conditional Sale Agreement to the Agent pursuant to an Agreement and Assignment dated as of February 15, 1974 (hereinafter called the Assignment), between the Builder and the Agent;

WHEREAS the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on February 27, 1974, at 10:00 a.m., and March 21, 1974, at 2:40 p.m., respectively, under Recordation Nos. 7414 and 7414-B, respectively;

WHEREAS the parties hereto now desire to restate Schedule B to the Conditional Sale Agreement in order to change the quantity of units of Equipment bearing road numbers CRR56700 through 56925, to change the unit base price and total base price thereof, to change the unit base price and total base price for the units of Equipment bearing road numbers L&N193900 through 194399, and to change the time of delivery of the units of Equipment;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement in order to provide that Equipment covered thereby may be delivered, accepted and settled for up to, but no later than, December 31, 1974; and

WHEREAS the Agent joins in this Amendment for the purpose of consenting to the changes made hereby;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Schedule B to the Conditional Sale Agreement is hereby amended by inserting in lieu thereof the Schedule attached hereto as Schedule B.
2. The date set forth in the second line of page 4 of the Conditional Sale Agreement and in Item 2 of Schedule A to the Conditional Sale Agreement is hereby amended to read "December 31, 1974".
3. The Agent pursuant to the Assignment hereby consents to the aforesaid amendment to the Conditional Sale Agreement as though such amendment were originally set forth therein.
4. The Railroad will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.
5. Except as amended hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized

and their respective corporate seals to be hereunto affixed  
and duly attested, all as of the date first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

by

Vice President, Secretary and  
Treasurer

Attest:

Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

by

Vice President and Treasurer

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent.

by

Assistant Vice President

Attest:

Corporate Trust Officer

BETHLEHEM STEEL CORPORATION,

by

Vice President

Attest:

Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF LEHIGH )

On this       day of                      1974, before me personally appeared                      to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHELEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires



COMMONWEALTH OF VIRGINIA )  
CITY OF RICHMOND )

On this            day of            1970, before me personally appeared LEONARD G. LINDSEY, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COASTAL RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF KENTUCKY     )  
                              ) ss.:  
COUNTY OF JEFFERSON )

On this            day of            1974, before me personally appeared C. HAYDEN EDWARDS, to me personally known, who, being by me duly sworn, says that he is Vice President, Secretary and Treasurer of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,  
CITY OF BALTIMORE,

On this 11th day of September, 1974, before me personally appeared G. H. Johnston, to me personally known, who, being by me duly sworn, says that he is Assistant President of MARYLAND SAVINGS AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

  
Notary Public

[Notarical Seal]

My Commission Expires July 1, 1978.

RUSSELL E. SCHREIBER  
NOTARY PUBLIC  
My Commission Expires July 1, 1978

SCHEDULE B--Bethlehem

<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Num- bers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
100-ton open top quadruple hopper cars	3400-361 dated December 10, 1973	Johnstown, Pennsylvania	500	L&N 193900 through 194399	\$19,131	\$9,565,500	Prior to December 31, 1974, at Johnstown, Pennsylvania
			226	CRR 56700 through 56925	\$19,480	\$4,402,480	